CARRIERS—LIMITED TICKETS—CONSTRUCTION—DELAY OF TRAIN.—Plaintiff having purchased a return-ticket, limited to expire on a certain day, presented himself on the night of that day at the proper station of the carrier. The train which he expected to take was delayed and did not arrive until after midnight. The conductor of the belated train honored the tacket to a junction point, where plaintiff had to change cars. The connecting train having left the junction because of the delay, he boarded the next train, from which he was ejected. *Held*, that the stipulation purporting to limit the use of the ticket to a specified time must be construed as fixing that time as the latest for commencing and not for completing his journey, and that as plaintiff had a right to assume that defendant would conform to its schedule for running its trains, the ejection was wrongful and defendant is liable. *Morningstar* v. *L. & N. R. Co.* (Ala.), 33 So. 156. Citing *Auerbach* v. *R. Co.*, 89 N. Y. 281, 42 Am. Rep. 290; *Lundy* v. *R. Co.*, 66 Cal. 191, 56 Am. Rep. 100. See also *L. & N. R. Co.* v. *Stephen*, 13 Ky. Law R. 687; *Evans* v. *St. L. &c .R. Co.*, 11 Mo. App. 463; *Watkins* v. *Pennsylvania Co.*, 21 D. C. 1. *Contra, Gulf &c. R. Co.* v. *Looney*, 85 Tex. 158, 34 Am. St. R. 787, 16 L. R. A. 471; *Pennsylvania Co.* v. *Hine* (Ohio), 41 Ohio St. 276.

NATIONAL BANKS—LIABILITY OF SHAREHOLDERS—TRANSFER OF STOCK—BONA FIDES.—The presumption of liability for an assessment on shares of stock in an insolvent national bank, arising from the presence of a person's name on the stock register, is rebutted by evidence that a *bona fide* sale of the stock had been made, and that the vendor had performed every duty which the law imposed in order to secure the transfer on the registry of the bank. *Earle* v. *Carson*, 23 Sup. Ct. 254.

It was further held that a transfer of stock of a national bank, made with knowledge of the fact that the reserve of the bank is below the limit fixed by U. S. Rev. Stat. 5191 (U. S. Comp. Stat. 1901, p. 3486), does not create a presumption of bad faith which will avoid the transaction as a fraud on the bank's creditors in the event of the future suspension of the bank, since the statute creates no presumption of inability to continue business as a consequence of a reduction of the reserve below the legal requirement.

The court also held that a *bona fide* sale of stock of a national bank, made in the exercise of power given to stockholders by U. S. Rev. Stat. 5139 (U. S. Comp. Stat. 1901, p. 3461), to transfer their stock "like other personal property," was not void as a fraud on the bank's creditors because the bank was insolvent at the time of the transfer, in the sense that its assets were then unequal to the discharge of its liabilities, when such fact was unknown to the seller of the stock at the time of the sale.

FIRE INSURANCE—ACTIONS—SUFFICIENCY OF DECLARATION—ASSESSMENTS—FAILURE TO PAY—FORFEITURE—ESTOPPEL—HARMLESS ERROR.—A demurrer to a declaration upon a policy of fire insurance was properly overruled upon the contention that by the charter of the defendant association, it was allowed sixty days after the happening of a fire in which to pay the loss and that the action was brought before that period. The charter constitutes no part of the declaration, and its contents cannot be considered upon demurrer The same contention being interposed upon the trial, but not having been specified in the

grounds of defense, filed under section 3249 of the Code, cannot avail. *Farmers etc. Ass'n* v. *Kinsey* (Va.), 43 S. E. 338.

In the same case it is held that a claim of forfeiture because of non-payment of assessments having been interposed by defendant, and plaintiff relying upon a waiver of same, the evidence considered and held to estop defendant from asserting the forfeiture. Citing *Insurance Co.* v. *Norton*, 96 U. S. 234; *Insurance Co.* v. *Eggleston*, 96 U. S. 572; *Thompson* v. *Insurance Co.*, 104 U. S. 252; *Insurance Co.* v. *Unsell*, 144 U. S. 439; *Insurance Co.* v. *Kinnier*, 28 Gratt. 88, 108; *Insurance Co.* v. *Punky*, 91 Va. 259; *Monger* v. *Insurance Co.*, 96 Va. 442.

It was also held that where an erroneous instruction has been given, and the appellate court can see from the whole record that, even under correct instructions, a different verdict could not rightly have been rendered, or that exceptant could not have been prejudiced by the erroneous instruction, it will not for such error reverse a judgment upon the verdict rendered.

It is pertinent at this point to call attention to a recent cognate ruling of the Supreme Court of Appeals of Virginia that an instruction which calls special attention to a part only of the evidence and the facts which it tends to prove, and leaves out of view other evidence in the cause, is misleading, and should not be given. *Southern Ry. Co.* v. *Aldridge's Admx.* (Va.), 43 S. E. 333. Following *R. R. Co.* v. *Cromer's Admr.*, 99 Va. 763; *Boush* v. *Deposit Co.*, 100 Va.; 42 S. E. 877.

CRIMINAL PRACTICE—INDICTMENT—ALLEGATION THAT DECEASED WAS A HUMAN BEING.—The Supreme Court of California in *People* v. *Lee Look*, 70 Pac. 660, has gone so far as to sustain a demurrer to an information for murder because it did not state that the deceased was a human being. It is difficult to restrain a smile when we read the court's own statement that it had overruled a similar contention in another case where the name of the deceased was "James Collins," and it was objected that this might mean a horse as well as a person; and that a like contention had also been made in still another case as to the name "Greek George," and overruled, the court stating that "it was not necessary to allege that the deceased was a sentient being, . . . for the killing of any other kind of creature would not be murder." In the principal case, the name of the deceased happened to be Lee Wing, doubtless a Chinaman. The learned court says: "It will be noticed that in this information the thing killed, Lee Wing, is not averred to have been a human being; that the crime of which he is sought to be charged is not stated to be 'murder,' that there is no averment that he did 'kill and murder' Lee Wing; that the word 'murder' nowhere appears in the document, nor does the latter contain any other language, which necessarily implied that the appellant killed a human being."

The information charged that the defendant "unlawfully and with malice and aforethought killed Lee Wing." We suppose that a fair conclusion from the several rulings of the court, as stated above, is that a dead Caucasian may be presumed to have been a human being, but in the case of a Chinaman, owing doubtless to the allegations of members of his race that they are of celestial origin, this must be averred and proven. Had the court wished authority other than its own decisions, to an opposite effect, it could have found them in *Merrick* v. *State*, 63 Ind. 327; *State* v. *Stanley*, 33 Iowa, 526; *State* v. *Smith*, 38 La. Ann. 301; *State* v.